

## SOLICITATION

## SECTION A - SOLICITATION/CONTRACT FORM

Page 1 of 52 pages

1. Purchase Authority: Public Law 92-218 as amended			
2. <b>Request For Proposal (RFP) Number:</b> <b>NIH-ES-03-02</b>	3. <b>Issue Date:</b> <b>JANUARY 28, 2003</b>	4. <b>Just In Time:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES See Part IV Section L	5. <b>Set Aside:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES See Part IV Section L
6. <b>TITLE: MRI and Multimodality Imaging Support for NIEHS &amp; NTP Research</b>			
7. <b>ISSUED BY:</b>  Research Contracts Branch, DERT National Institute of Environmental Health Sciences P.O. Box 12874 79 T.W. Alexander Drive Bldg 4401 Research Commons, Suite 100 Research Triangle Park, NC 27709		8. <b>SUBMIT OFFERS TO:</b>  See Part III, Section J, "Packaging and Delivery of the Proposal," ATTACHMENT 18 of this Solicitation.	
9. Proposals for furnishing the supplies and/or services in THE SCHEDULE will be received at the place specified in, and in the number of copies specified in Attachment 18 until <b>4:00 P.M. local time on March 13, 2003</b> . Offers will be valid for 120 days unless a different period is specified by the offeror on the Attachment 11 entitled, "Proposal Summary and Data Record, NIH 2043."			
10. THIS SOLICITATION REQUIRES DELIVERY OF PROPOSALS TO THE ADDRESS PROVIDED FOR THE RESEARCH CONTRACTS BRANCH AS STATED IN ATTACHMENT 18. THIS ADDRESS IS THE OFFICIAL POINT OF RECEIPT FOR THE PURPOSE OF DETERMINING TIMELY DELIVERY. IF YOUR PROPOSAL IS NOT RECEIVED BY THE CONTRACTING OFFICER OR HIS DESIGNEE AT THE PLACE AND TIME SPECIFIED FOR THE RESEARCH CONTRACTS BRANCH, THEN IT WILL BE CONSIDERED LATE AND HANDLED IN ACCORDANCE WITH HHSAR CLAUSE 352.215-70, ENTITLED, "LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS" LOCATED ON PAGE 31 OF THIS SOLICITATION.			
11. Offeror must provide full name, address, TIN, and, if different, the address to which payment should be mailed.			
12. FOR INFORMATION CALL MR. DONALD GULA AT (919) 541-0423 OR BY E-MAIL AT gula@niehs.nih.gov COLLECT CALLS WILL NOT BE ACCEPTED.			
13. Table of Contents on following page			

DONALD GULA  
Contracting Officer  
Research Contracts Branch, DERT  
National Institute of Environmental Health Sciences

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## PART I - THE SCHEDULE

THE CONTRACT SCHEDULE SET FORTH IN SECTIONS B THROUGH H, HEREIN, CONTAINS CONTRACTUAL INFORMATION PERTINENT TO THIS SOLICITATION. IT IS **NOT** AN EXACT REPRESENTATION OF THE PROPOSED CONTRACT DOCUMENT. CONTRACTUAL PROVISIONS PERTINENT TO THE OFFEROR (I.E., THOSE RELATING TO THE ORGANIZATIONAL STRUCTURE [E.G., NON-PROFIT, COMMERCIAL] AND SPECIFIC COST AUTHORIZATIONS UNIQUE TO THE OFFEROR'S PROPOSAL AND REQUIRING CONTRACTING OFFICER PRIOR APPROVAL) WILL BE DISCUSSED IN THE NEGOTIATION PROCESS AND WILL BE INCLUDED IN THE RESULTANT CONTRACT. HOWEVER, THE ENCLOSED CONTRACT SCHEDULE PROVIDES ALL THE NECESSARY INFORMATION FOR THE OFFEROR TO UNDERSTAND THE TERMS AND CONDITIONS OF THE RESULTANT CONTRACT.

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES**

The objective of this contract is to provide the ability to obtain multiple slices of animals and specimens in multiple orientations (axial, coronal, sagittal, oblique) together with the unique soft tissue contrast provided by MRI that will enhance and allow for a more comprehensive evaluation of study material, will provide a guide to the pathologist regarding important sites for conventional pathology sampling, and will allow for mapping and characterization of structures (e.g., vascular architecture, volumetric reconstruction and measurement of brain structures) not easily done by conventional techniques.

### **ARTICLE B.2. PRICES/COSTS**

The final contract will contain the price/cost provisions agreed upon by the Government and the Offeror.

### **ARTICLE B.3. PROVISIONS APPLICABLE TO DIRECT COSTS**

This article will prohibit or restrict the use of contract funds, unless otherwise approved by the Contracting Officer for: 1) Acquisition, by purchase or lease, of any interest in real property; 2) Special rearrangement or alteration of facilities; 3) Purchase or lease of any item of general purpose office furniture or office equipment regardless of dollar value; 4) Travel Costs; 5) Consultant Costs; 6) Subcontract Costs; 7) Patient Care Costs; 8) Accountable Government Property; and 9) Research Funding.

### **ARTICLE B.4. ADVANCE UNDERSTANDINGS**

Specific elements of cost, which normally require prior written approval of the Contracting Officer before incurrence of the cost (e.g., foreign travel, consultant fees, subcontracts) will be included in this Article if the Contracting Officer has granted his/her approval prior to contract award.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **ARTICLE C.1. STATEMENT OF WORK**

- a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, SECTION J, ATTACHMENT 1, attached hereto and made a part of this Solicitation.

### **ARTICLE C.2. REPORTING REQUIREMENTS**

- a. General  
County and/or municipal drinking water analyses shall be obtained by the Contractor and submitted to the Project Officer on a quarterly basis.
- b. **Tasks 1 & 2**  
Cost estimate based upon draft protocol  
Due: 10 work days after receipt of the draft protocol  
Media: Electronic copy followed by one hard copy  
Recipients: Project Officer  
  
Final protocol & milestone schedule  
Due: 10 working days after receipt of written directions from the Project Officer  
Media: Electronic copy plus three hard copies (all to be signed by Contractor PI, study scientist, and Project Officer).

Recipients: Study scientist, Project Officer

Delivery of draft study report with images and indexed identification of images.

Due: 10 working days after completion of the final imaging

Media: Electronic or CD-ROM

Recipients: Study Scientist and Project Officer

Delivery of a final study report.

Due: 10 working days after a verbal request from the

Project Officer

Media: Electronic copy plus three hard copies (all signed by the Contractor PI, study scientist, and Project Officer)

Recipients: Study scientist, Project Officer, and Contracting Officer

### **Task 3**

Preparation of a protocol & milestone schedule for approval by the Project Officer

Due: Variable

Media: Electronic

Recipients: Project Officer

Preparation of a final report

Due: 10 working days following completion of the methods development study

Media: Electronic

Recipients: Project Officer & Contracting Officer

### **Optional Study**

Preparation of a protocol for phenotyping genetically modified mice

Due: 10 working days following a verbal request from the Project Officer

Media: Electronic and two hard copies

Recipients: Project Officer and study scientist

Final Report (Not to exceed 10 written pages)

Due: At the conclusion of the Contract

Media: Electronic and two hard copies

Recipients: Project Officer and Contracting Officer

### **Hardware and Software**

Results and data provided under this effort should be compatible with equipment available to NIEHS scientists for manipulation and examination of imaging data. Such equipment includes contemporary PC and Macintosh computers with at least 1 GB RAM, 80 GB of hard disk storage, and internet access.

Software available to NIEHS scientists for manipulation and examination of data and database archiving include contemporary versions of Image J, Adobe Photoshop, Microsoft Office, Oracle, FileMaker Pro, and EndNote.

In addition, see Attachment 1, Statement of Work for reporting requirements or as instructed by the Project Officer.

Copies of reports shall be sent to the following addresses:

Dr. \_\_\_\_\_  
Project Officer  
National Institute of Environmental Health Sciences  
P.O. Box 12233  
Research Triangle Park, NC 27709

Contracting Officer  
Research Contracts Branch, DERT  
National Institute of Environmental  
Health Sciences  
79 T.W. Alexander Drive, 4401  
Research Commons Building  
P.O. Box 12874  
Research Triangle Park, NC 27709

### **ARTICLE C.3. TRAVEL REQUIREMENTS**

The nature of this work requires that the Contractor make frequent trips to NIEHS to assist investigators in viewing, manipulating, and interpreting acquired images. In addition, the Contractor facilities must be in close proximity to NIEHS to permit transfer of experimental animals within 45 minute traveling time to be consistent with animal welfare concerns and to allow practical participation of NIEHS investigators in animal manipulation prior to and during image acquisition.

### **ARTICLE C.4. INVENTION REPORTING REQUIREMENT**

All reports and documentation required by FAR CLAUSE 52.227-11 including, but not limited to, the invention disclosure report, the confirmatory license, and the government support certification, shall be directed to the Extramural Inventions and Technology Resources Branch, OPERA, NIH, 6705 Rockledge Drive, Room 1140 A, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of the annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer at the address listed below. The final invention statement (see FAR 27.303(a)(2)(ii)) shall be submitted within 90 days after contract expiration to the following address:

Contracting Officer  
Research Contracts Branch, DERT  
National Institute of Environmental Health Sciences  
P.O. Box 12874  
Research Triangle Park, NC 27709

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is encouraged as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (<http://www.iedison.gov>), or by contacting the Extramural Inventions and Technology Resources Branch, OPERA, NIH.

## **SECTION D - PACKAGING, MARKING AND SHIPPING**

### **SECTION D - PACKAGING, MARKING AND SHIPPING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

#### **ARTICLE D.1. PACKAGING**

The Contractor shall package all data generated under this contract in accordance with Article C.2.a.

#### **ARTICLE D.2. MARKING**

The Contractor shall mark all data generated under this contract in accordance with Article C.2.a.

#### **ARTICLE D.3. SHIPPING**

The Contractor shall ship all data generated under this contract in accordance with Article C.2.a.

### **SECTION E - INSPECTION AND ACCEPTANCE**

- a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION, the Project Officer is the authorized representative of the Contracting Officer.
- c. Inspection and acceptance will be performed at, destination (NIEHS, Research Triangle Park, NC). Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative with 30 days of receipt.
- d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No 52.246-8, INSPECTION OF RESEARCH AND DEVELOPMENT - COST REIMBURSEMENT (MAY 2001).

### **SECTION F - DELIVERIES OR PERFORMANCE**

#### **ARTICLE F.1. PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from \_\_\_\_\_ through \_\_\_\_\_.

#### **ARTICLE F.2. LEVEL OF EFFORT - Base Contract**

- a. During the period of performance of this contract, the Contractor shall provide \_\_\_\_\_ direct labor HOURS (MONTHS, YEARS). The labor HOURS (MONTHS, YEARS)(INCLUDE/EXCLUDE) vacation, sick leave, and holiday. It is estimated that the labor HOURS (MONTHS, YEARS) are constituted as specified below and will be expended approximately as follows:

Labor HOURS (MONTHS, YEARS)					
Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5
Professional					
Professional Support					

Administrative Support

Other Support

- b. The Contractor shall have satisfied the requirement herein if not less than \_\_\_\_% nor more than \_\_\_\_ % of the total direct labor hours (MONTHS, YEARS) specified herein are furnished.
- c. In the event fewer hours (MONTHS, YEARS) than the minimum specified number of direct labor hours (MONTHS, YEARS) in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under the clause TERMINATION (Cost-Reimbursement) Federal Acquisition Regulation 52.249-6 incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of hours (MONTHS, YEARS) by which the number of direct labor hours (MONTHS, YEARS) furnished is less than the number of direct labor hours (MONTHS, YEARS) specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

**ARTICLE F.3. LEVEL OF EFFORT - Option to be performed for each year along with the base years.**

- a. During the period of performance of this contract, the Contractor shall provide \_\_\_\_ direct labor HOURS (MONTHS, YEARS). The labor HOURS (MONTHS, YEARS)(INCLUDE/EXCLUDE) vacation, sick leave, and holiday. It is estimated that the labor HOURS (MONTHS, YEARS) are constituted as specified below and will be expended approximately as follows:

**Labor HOURS (MONTHS, YEARS)**

<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Professional					
Professional Support					
Administrative Support					
Other Support					

- b. The Contractor shall have satisfied the requirement herein if not less than \_\_\_\_% nor more than \_\_\_\_ % of the total direct labor hours (MONTHS, YEARS) specified herein are furnished.
- c. In the event fewer hours (MONTHS, YEARS) than the minimum specified number of direct labor hours (MONTHS, YEARS) in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under the clause TERMINATION (Cost-Reimbursement) Federal Acquisition Regulation 52.249-6 incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of hours (MONTHS, YEARS) by which the number of direct labor hours (MONTHS, YEARS) furnished is less than the number of direct labor hours (MONTHS, YEARS) specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

**ARTICLE F.4. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)**

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (AUGUST 1989) with ALTERNATE I (APRIL 1984).



## SECTION G - CONTRACT ADMINISTRATION DATA

Any contract resulting from this RFP will contain the following:

### ARTICLE G.1. PROJECT OFFICER

The following Project Officer will represent the Government for the purpose of this contract:

[To be specified prior to award]

The following Alternate Project Officer will represent the Government for the purpose of this contract:

[To be specified prior to award]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Alternate Project Officer will perform the duties outlined above when the Project Officer is not available.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

\*The Government may unilaterally change its Project Officer designation.

### ARTICLE G.2. KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

TITLE

NAME

Principal Investigator

[To be specified prior to award]

- b. When "key personnel" have been identified in this contract, it has been determined that such named personnel are necessary for the successful performance of this contract; and the Contractor agrees to assign such persons to the performance of the work under this contract, and shall not reassign or remove any of them without the consent of the Contracting Officer in accordance with the procedure outlined in d. below.
- c. In addition, during the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph d. below. After the initial ninety (90) day period, the Contractor shall submit the information required by paragraph d. to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- d. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes and any additional information requested by the Contracting Officer.

Proposed substitutes shall have substantially equal abilities and qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This article will be modified to reflect any approved changes of key personnel.

- e. Individuals assigned to fill the following discipline roles are considered to be "critical staff":

Co-Principal Investigator

- (1) The Contractor agrees to make available such persons as have been proposed by the Contractor and approved by the Government for the above listed for the proposed work under this contract. Whenever, for any reason one or more of the aforementioned personnel becomes unavailable, the Contractor shall immediately notify the Project Officer to that effect and shall, subject to the approval of the Project Officer in writing, replace such personnel with personnel of substantially equal ability and qualifications.
- (2) The "critical staff" positions shall be those individuals proposed by the Contractor. The Contractor agrees to assign such person(s) to the performance of the work under this contract, and shall not reassign or remove any of them without the consent of the Project Officer. Whenever, for any reason one or more of the aforementioned personnel is unavailable for assignment for work under this contract, the contractor shall immediately notify the Project Officer to that effect and shall, subject to the approval of the Project Officer in writing, replace such personnel with personnel of substantially equal ability and qualifications.

**ARTICLE G.3. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST**

- f. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts NIH(RC)-1 are attached and made part of this contract. The instructions and the following directions for the submission of invoices/financing request must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9.

- (1) Invoices/financing requests shall be submitted as follows:

An original and two copies to the following designated billing office:

Contracting Officer  
Research Contracts Branch, DERT  
National Institute of Environmental Health Sciences  
P.O. Box 12874  
Research Triangle Park, NC 27709

- (2) Inquiries regarding payment of invoices should be directed to the designated billing office, (919) 541-\_\_\_\_.

**ARTICLE G.4. LETTER OF CREDIT PAYMENT INFORMATION**

- a. Advance payments will be provided under Letter of Credit Number \_\_\_\_\_ in accordance with Alternate V, Advance Payments Without Special Bank Account, of FAR Clause 52.232-12, Advance Payments. This clause is provided in full text in Article I.4. of this contract.

The contractor shall withdraw funds pursuant to Department of Treasury Circular 1075 (31 CFR Part 205, [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/31cfr205\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/31cfr205_00.html) ).

- (1) Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1, are attached and made a part of this contract for the submission of completion and/or final invoices. The invoice instructions and the following directions for the submission of invoices/financing requests must be followed to meet the requirements of a "proper" invoice, pursuant to FAR 32.9. The completion and/or final invoice shall be submitted as follows:

An original and two copies to the following office:

Contracting Officer  
Research Contracts Branch, DERT  
National Institute of Environmental Health Sciences  
P.O. Box 12874  
Research Triangle Park, NC 277009

- (2) Inquiries regarding payments should be directed to the following office administering advance payments:

Division of Payment Management  
11400 Rockville Pike  
Rockwall Building #1, Suite 700  
Rockville, MD 20852  
(<http://www.dpm.psc.gov/support/contact>)

#### ARTICLE G.5. CONTRACT FINANCIAL REPORT

- a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are listed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
- b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled "**PREPARATION INSTRUCTIONS**," all columns A through J, shall be completed for each report submitted.
- c. The first financial report shall cover the period consisting of the (FIRST FULL CALENDAR MONTH/FIRST FULL THREE CALENDAR MONTHS) following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a (monthly/quarterly) basis.
- d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.
- e. The following is a listing of expenditure categories to be reported:

Expenditure Category		Percentage of Effort/Hours
A		
(1)	Direct Labor	
	(a) Principal Investigator	
	(b) Co-Principal Investigator	
	(c) Key Personnel	
	(i)	
	(ii)	
	(iii)	
(2)	Other Professional Personnel	
(3)	Personnel - Other	
(4)	Fringe Benefits	
(5)	Accountable Personal Property	
(6)	Materials/Supplies	
(7)	Patient Care Costs	
(8)	Travel	
(9)	Consultant Costs	
(10)	Premium Pay	
(11)	Computer Costs	

- (12) Subcontract Costs
- (13) Other Direct Costs
- (14) Indirect Costs
- (15) G&A Expense
- (16) Total Cost
- (17) Fee
- (18) Total Cost Plus Fixed Fee

f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

#### **ARTICLE G.6. INDIRECT COST RATES**

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment incorporated by reference in this contract in Part II, Section I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services  
 Office of Acquisition Management and Policy  
 National Institutes of Health  
 6100 Building, Room 6B05  
 6100 EXECUTIVE BLVD MSC 7540  
 BETHESDA MD 20892-7540

These rates are hereby incorporated without further action of the Contracting Officer.

#### **ARTICLE G.7. GOVERNMENT PROPERTY**

- a. If this RFP will result in the acquisition or use of Government Property provided by the contracting agency or if the Contracting Officer authorizes in the preaward negotiation process, the acquisition of property (other than real property), this ARTICLE will include applicable provisions and incorporate the DHHS Publication (OS) 686, entitled, **Contractor's Guide for Control of Government Property**, (1990) which can be found at <http://knownet.hhs.gov/log/contractorsguide.htm>.

#### **ARTICLE G.8. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE**

- a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following address:

[http://ocm.od.nih.gov/cdmp/cps\\_contractor.htm](http://ocm.od.nih.gov/cdmp/cps_contractor.htm)

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **ARTICLE H.1. REIMBURSEMENT OF COSTS FOR INDEPENDENT RESEARCH AND DEVELOPMENT PROJECTS (Commercials Only)**

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized procedures for stimulating and supporting this independent research by selecting from multitudes of applications those research projects most worthy of support within the constraints of its appropriations. The reimbursement through the indirect cost mechanism of independent research and development costs not incidental to product improvement would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all organizations may compete for direct funding of independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant office for review. Since these projects may be submitted for direct funding, the Contractor agrees that no costs for any independent research and development project, including all applicable indirect costs, will be claimed under this contract.

### **ARTICLE H.2. HUMAN SUBJECTS**

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

### **ARTICLE H.3. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH**

- a. Pursuant to Public Law(s) cited in paragraph b. , below, NIH is prohibited from using appropriated funds to support human embryo research. Contract funds may not be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.208(a)(2) and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[applicable information to be included at award]

\*\*\*\* (Note: For FY-03 Public Law and Section No. are P.L. \_\_ Section\_\_ - Pending Legislation) \*\*\*\*

### **ARTICLE H.4. NEEDLE EXCHANGE**

- a. Pursuant to Public Law(s) cited in paragraph b., below, contract funds shall not be used to carry out any program of

distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

b.	<b>Public Law and Section No.</b>	<b>Fiscal Year</b>	<b>Period Covered</b>
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[applicable information to be included at award]

\*\*\*\* (Note: For FY-03 Public Law and Section No. are P.L. \_\_ Section\_\_ - Pending Legislation) \*\*\*\*

#### ARTICLE H.5. ANIMAL WELFARE ASSURANCE

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals. This policy may be accessed at <http://grants1.hin.gov/grants/olaw/references/phspol.htm>

#### ARTICLE H.6. INTRODUCTION OF RODENTS AND RODENT PRODUCTS

No rodent or rodent product shall be delivered to NIEHS directly or through collaborative research or holding facilities under contract to NIEHS except by prior approval by the Comparative Medicine Branch, NIEHS. The approval form, Application to Introduce Rodents and Rodent Products into NIEHS, is available by contacting the Comparative Medicine Branch, Quality Assurance Laboratory at 919-541-3239. Approval must be obtained by the Contractor prior to shipment to NIEHS of the rodents and/or rodent products. The Contractor must be sure that this approval exists and is current before transferring rodents or rodent products into the NIEHS. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Requests for approval should be submitted within 30 days of the shipping date to: NIEHS, Comparative Medicine Branch, Quality Assurance Laboratory, PO Box 12233, MD C1-06, Building 101, Room C128, Research Triangle Park, NC, 27709. United States Department of Agriculture permits are required for the importation of monoclonal antibodies, hybridoma cell lines, cell cultures, and other biologic materials that have been in contact with material of animal origin. USDA permit forms and information are available on-line ([www.aphis.usda.gov/forms/index.html#VS16](http://www.aphis.usda.gov/forms/index.html#VS16)). A copy of the completed permit form should be submitted to the Comparative Medicine Branch.

#### ARTICLE H.7. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., the contract will consist only of Year 1 - Year 5 of the Statement of Work as defined in Sections C and F of the contract. Pursuant to clause 52.217-7 and clause 52.217-9 set forth in ARTICLE I.3. of this contract, the Government may, by unilateral contract modification, require the Contractor to perform the option as described in the Statement of Work as also defined in Sections C and F of this contract. If the Government exercises this option as described in **ARTICLE F.3.**, notice must be given at least 30 days prior to the exercised of this option and the estimated cost plus fixed fee of the contract will be increased as set forth in Article B.

#### ARTICLE H.8. SALARY RATE LIMITATION LEGISLATION PROVISIONS

- a. Pursuant to Public Law(s) cited in paragraph b., below, no NIH Fiscal Year funds may be used to pay the direct salary of an individual through this contract at a rate in excess of applicable amount shown for the fiscal year covered. Direct salary is exclusive of fringe benefits, overhead, and general and administrative expenses (also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patent care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor. The per year salary rate limit also applies to individuals proposed under subcontracts. If this is a multiple year contract, it may be subject to unilateral modifications by the Government if an individual's salary rate exceeds any salary rate ceiling established in future DHHS appropriation acts.

b.	<b>Public Law No.</b>	<b>Fiscal Year</b>	<b>Dollar Amount of Salary Limitation*</b>
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[Applicable information to be included at award]

*\* Currently this amount is \$1\_\_\_\_\_ and will remain at this level until such time as the Executive Level I is increased. See the following web site for Executive Level I rates of pay:*

**LINK to EXECUTIVE SCHEDULE SALARIES:** <http://www.opm.gov/oca/PAYRATES/index.htm>

(Click on “Executive Schedule” for the current Fiscal Year’s salary rate or scroll down to the “General Schedule Salary Tables from Previous Years” to locate the Executive Level salary rates from previous years.)

#### **ARTICLE H.9. CONFIDENTIALITY OF INFORMATION**

The following information is covered by HHSAR 352.224-70, Confidentiality of Information (APRIL 1984):

The Contractor shall agree not to disseminate any information, reports, or publications without prior approval from the PO. Information shall be reported as specified in the Deliverables Section. Information derived from this project may require special consideration with regard to the timing of its disclosure in order to protect the interests of the government and the public. Therefore, HHSAR Clause 352.224-70, Confidentiality of Information, shall be cited in the resultant Request for Proposals (RFP) and contract. The Privacy Act is not expected to be applicable to this requirement.

#### **ARTICLE H.10. PUBLICATION AND PUBLICITY**

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the National Institute of Environmental Health and Sciences under Contract No. \_\_\_\_\_.

#### **ARTICLE H.11. PRESS RELEASES**

- a. Pursuant to Public Law(s) cited in paragraph b., below, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- b. **Public Law and Section No.** **Fiscal Year** **Period Covered**

[applicable information to be included at award]

\*\*\*\*(Note: For FY-03 Public Law and Section No. are P.L. \_\_ Section\_\_ - Pending Legislation)\*\*\*\*

#### **ARTICLE H.12. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE**

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General’s Office in writing or on the Inspector General’s Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477)**. All telephone calls will be handled confidentially. The e-mail address is **Htips@os.dhhs.gov** and the mailing address is:

Office of Inspector General  
Department of Health and Human Services  
TIPS HOTLINE  
P.O. Box 23489  
Washington, D.C. 20026

Information regarding procedural matters is contained in the NIH Manual Chapter 1754, which is available on (<http://www3.od.nih.gov/oma/manualchapters/management/1754/>)

#### **ARTICLE H.13. YEAR 2000 COMPLIANCE**

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

1. Service Involving the Use of Information Technology

##### **YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY**

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

#### **ARTICLE H.14. ANTI-LOBBYING**

- a. Pursuant to Public Law(s) cited in paragraph c., below, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- b. Contract funds shall not be used to pay salary or expenses of the contractor or any agent acting for the contractor, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

- c. 

<b>Public Law and Section No.</b>	<b>Fiscal Year</b>	<b>Period Covered</b>
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[applicable information to be included at award]

\*\*\*\*(Note: For FY-03 Public Law and Section No. are P.L. \_\_ Section\_\_ - Pending Legislation)\*\*\*\*

#### **ARTICLE H.15. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES**

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Sharing Biomedical Research Resources: Principles and Guidelines for Recipients of NIH Research Grants and Contracts," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at :

<http://ott.od.nih.gov/NewPages/64FR72090.pdf>, is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

*Note: For the purposes of this Article, the terms, "research tools," "research materials," and "research resources" are used interchangeably and have the same meaning.*

#### **ARTICLE H.16. DISCUSSION OF PROJECT RISK, INCLUDING TECHNICAL, COST AND SCHEDULE RISK**

The success of this project depends upon the knowledge and experience of the Contractor in understanding the information and data necessary to substantiate the scientific validity and regulatory acceptability of toxicological test methods and the Contractor's organizational and management skills. Strong interpersonal and scientific writing skills and ability to convey complex scientific information both to scientists in the various toxicological disciplines and to the general public verbally and in writing are all essential to the successful performance of this contract. Literature review, database storage, and



organization and dissemination of scientific information are all important factors in the contractor's organization. There are no technical or cost risks or scheduling concerns associated with this project.

#### **ARTICLE H.17. CONTINUITY OF SERVICES**

The Contractor shall recognize that the services under this contract are vital to the Government and shall be continued without interruption and that, upon contract expiration, the successor, either the Government or another contractor, may continue the services. The Contractor shall furnish phase-in training and exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall, upon the Contracting Officer's written notice, furnish phase-in, phase-out services during the last 90 days of the contract period, and negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting Officer's approval.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out cost (i.e., costs incurred during the last 90 days of the contract period that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract subject to the Limitation of Funds clause of this contract.

#### **ARTICLE H.18. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)**

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at:  
<http://www.usfa.fema.gov/hotel/index.htm>

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

THE FOLLOWING PAGES CONTAIN A LISTING(S) OF GENERAL CLAUSES WHICH WILL BE APPLICABLE TO MOST CONTRACTS RESULTING FROM THIS RFP. HOWEVER, THE ORGANIZATIONAL STRUCTURE OF THE SUCCESSFUL OFFEROR(S) WILL DETERMINE THE SPECIFIC GENERAL CLAUSES LISTING TO BE CONTAINED IN THE CONTRACT(S) AWARDED FROM THIS RFP.

#### ARTICLE 1.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

##### a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	Dec 2001	Definitions
52.203-3	Apr 1984	Gratuities (Over \$100,000)
52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper (Over \$100,000)
52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-10	Oct 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	Oct 1997	Subcontractor Cost or Pricing Data (Over \$500,000)
52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
52.215-15	Dec 1998	Pension Adjustments and Asset Reversions
52.215-18	Oct 1997	Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions
52.215-19	Oct 1997	Notification of Ownership Changes
52.215-21	Oct 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications
52.216-7	Feb 2002	Allowable Cost and Payment
52.216-8	Mar 1997	Fixed Fee
52.222-2	Jul 1990	Payment for Overtime Premium (Over \$100,000) (Note: The dollar amount in paragraph (a) of this clause is \$0 unless otherwise specified in the contract.)
52.222-3	Aug 1996	Convict Labor
52.222-26	Apr 2002	Equal Opportunity
52.222-35	Dec 2001	Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era, and other eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Dec 2001	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
52.223-6	May 2001	Drug-Free Workplace
52.223-14	Oct 2000	Toxic Chemical Release Reporting
52.225-1	May 2002	Buy American Act - Supplies
52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases

52.227-1	Jul 1995	Authorization and Consent, Alternate I (Apr 1984)
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Over \$100,000)
52.227-11	Jun 1997	Patent Rights - Retention by the Contractor (Short Form) (Note: In accordance with FAR 27.303(a)(2), paragraph (f) is modified to include the requirements in FAR 27.303(a)(2)(i) through (iv). The frequency of reporting in (i) is annual.
52.227-14	Jun 1987	Rights in Data - General
52.232-9	Apr 1984	Limitation on Withholding of Payments
52.232-17	Jun 1996	Interest (Over \$100,000)
52.232-20	Apr 1984	Limitation of Cost
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Feb 2002	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer--Other Than Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award, Alternate I (Jun 1985)
52.242-1	Apr 1984	Notice of Intent to Disallow Costs
52.242-3	May 2001	Penalties for Unallowable Costs (Over \$500,000)
52.242-4	Jan 1997	Certification of Final Indirect Costs
52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
52.243-2	Aug 1987	Changes - Cost Reimbursement, Alternate V (Apr 1984)
52.244-2	Aug 1998	Subcontracts, Alternate II (Aug 1998) *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
52.244-5	Dec 1996	Competition in Subcontracting (Over \$100,000)
52.245-5	Jan 1986	Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contract)
52.246-23	Feb 1997	Limitation of Liability (Over \$100,000)
52.249-6	Sep 1996	Termination (Cost-Reimbursement)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
352.202-1	Jan 2001	Definitions - with Alternate paragraph (h) (Jan 2001)
352.216-72	Oct 1990	Additional Cost Principles
352.228-7	Dec 1991	Insurance - Liability to Third Persons
352.232-9	Apr 1984	Withholding of Contract Payments
352.233-70	Apr 1984	Litigation and Claims
352.242-71	Apr 1984	Final Decisions on Audit Findings
352.270-5	Apr 1984	Key Personnel
352.270-6	Jul 1991	Publications and Publicity
352.270-7	Jan 2001	Paperwork Reduction Act

[ End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT - Rev. 12/2002].

**ARTICLE 1.2. AUTHORIZED SUBSTITUTIONS OF CLAUSES**

Any authorized substitutions and/or modifications other than the General Clauses which will be based on the type of contract/Contractor will be determined during negotiations.

It is expected that the following clause(s) will be made part of the resultant contract:

FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item (MARCH 1989).

"....The Contracting Officer may exercise the option by written notice to the Contractor within [INSERT THE PERIOD OF TIME IN WHICH THE CONTRACTING OFFICER HAS TO EXERCISE THE OPTION]...."

FAR Clause 52.232-20, LIMITATION OF COST, is deleted in its entirety and FAR Clause 52.232-22, LIMITATION OF FUNDS (APRIL 1984) is substituted therefor. Note: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.

### ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES

Additional clauses other than those listed below which are based on the type of contract/Contractor shall be determined during negotiations. Any contract awarded from this solicitation will contain the following:

This contract incorporates the following clauses by reference, (unless otherwise noted), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

- (1) FAR 52.215-17, Waiver of Facilities Capital Cost of Money (OCTOBER 1997).
- (2) FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item (MARCH 1989).

"....The Contracting Officer may exercise the option by written notice to the Contractor within [INSERT THE PERIOD OF TIME IN WHICH THE CONTRACTING OFFICER HAS TO EXERCISE THE OPTION] ...."

- (3) FAR 52.219-14, Limitations on Subcontracting (DEC 1996)
- (4) FAR 52.219-6, Notice to Total Small Business Set-Aside (JULY 1996).
- (5) FAR 52.227-14, Rights in Data - General (JUNE 1987).
- (6) FAR 52.237-3, Continuity of Services (JANUARY 1991).
- (7) FAR 52.242-3, Penalties for Unallowable Costs (OCTOBER 1995).
- (8) FAR 52.251-1, Government Supply Sources (APRIL 1984).

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION/PUBLIC HEALTH SERVICE ACQUISITION REGULATION (HHSAR)/(PHSAR) (48 CHAPTER 3) CLAUSES:

- (1) HHSAR 352.224-70, Confidentiality of Information (APRIL 1984)

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

- (1) NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984) (OMB Bulletin 81-16).

### ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

#### **FAR Clause 52.244-6, SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)**

- (a) **Definitions.** As used in this clause--

**Commercial item,** has the meaning contained in the clause at 52.202-1, Definitions.

**Subcontract,** includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
  - (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
    - (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
    - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
    - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
  - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J - LIST OF ATTACHMENTS**

1. Statement of Work for the MRI and Multimodality Imaging Support for NIEHS & NTP Research, January , 2003, 7 pages.
2. Extracted from NTP Specifications For The Conduct Of Studies To Evaluate The Toxic And Carcinogenic Potential Of Chemical, Biological And Physical Agents In Laboratory Animals For The National Toxicology Program (NTP), Revised September, 2000, 21 pages.
3. Instructions for Submission of Cost and Pricing Data, AT-18, January 1986, 8 pages.
4. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1<sup>4</sup>, May, 1997, 4 pages.
5. Financial Report of Individual Project/Contract, NIH 2706<sup>4</sup>, May, 1997, 1 page.
6. Instructions for Completing Form NIH 2706<sup>4</sup>, May, 1997, 3 pages.
7. NTP/NIEHS Health and Safety Minimum Requirements for Off-Site Contractors, 23 pages.
8. Safety and Health (Deviation), HHSAR Clause 352.223-70<sup>4</sup>, August, 1997, 1 page.
9. Procurement of Certain Equipment, NIH(RC)-7 (OMB Bulletin 81-16)<sup>4</sup>, April, 1984, 1 page.
10. Disclosure of Lobbying Activities, OMB Form SF-LLL<sup>2</sup>, December, 1989, 3 pages.
11. Proposal Summary and Data Record, NIH-2043 (Rev. 6/82)<sup>2</sup>, June., 1982, 2 pages.
12. Contact Points<sup>2</sup>, July, 1991, 1 page.
13. Technical Proposal Cost Information<sup>1</sup>, December, 1988, 1 page.
14. Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours<sup>2</sup>, September, 1992, 2 pages.
15. Summary of Related Activities<sup>1</sup>, March, 1984, 1 page.
16. Proposal Intent Response Sheet<sup>6</sup>, March, 1984, 1 page.
17. Government Notice for Handling Proposals<sup>1</sup>, January, 1997, 1 page.
18. Packaging and Delivery of Proposal, September, 1997, 2 pages.
19. Project Objectives, NIH-1688-1, September, 2002, 1 page.

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

#### **Representations, Certifications, and Other Statements of Offerors or Quoters (Negotiated).**

##### **1. REPRESENTATIONS AND CERTIFICATIONS**

The Representations and Certifications required by this particular acquisition can be accessed electronically from the INTERNET at the following address:

<http://rcb.cancer.gov/rcb-internet/forms/rcneg.pdf>

If you are unable to access this document electronically, you may request a copy from the Contracting Officer identified on the cover page of this solicitation.

**IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST COMPLETE THE REPRESENTATIONS AND CERTIFICATIONS AND SUBMIT THEM AS PART OF YOUR BUSINESS PROPOSAL.**

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 1. GENERAL INFORMATION

#### 20. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION [FAR Clause 52.215-1 (May 2001)]

- (a) *Definitions.* As used in this provision--

*"Discussions"* are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

*"In writing", "writing", or "written"* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*"Proposal modification"* is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*"Proposal revision"* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

*"Time,"* if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

- (3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered



unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
  - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
  - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* (1) The proposal submitted in response to this request may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the particular portions of the proposal which are to be restricted in accordance with the conditions of the legend. The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving

the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act. The legend reads:

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act. The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

- (2) In addition, the offeror should mark each page of data it wishes to restrict with the following statement:

“Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal or quotation.”

- (3) Offerors are cautioned that proposals submitted with restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

- (f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.

- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**Alternate I** (October 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision:

- (f) (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

## 21. NOTICE OF SMALL BUSINESS SET-ASIDE

- (1) **General.** Bids or proposals under this procurement are solicited only from small business concerns. The procurement is to be awarded only to one or more such concerns, organizations, or individuals. This action is based on a determination by the Contracting Officer, alone or in conjunction with a representative of the Small Business Administration, that it is in the interest of maintaining or mobilizing the Nation's full productive capacity, or in the interest of war or national defense programs, or in the interest of assuring that a fair proportion of Government procurement is placed with small business concerns. Bids or proposals received from others will be considered non-responsive.
- (2) **Definitions.** The term "small business concern" means a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts, and can further qualify under the criteria set forth in the regulations of the Small Business Administration (13 CFR 121.3-8). In addition to meeting these criteria, a manufacturer or a regular dealer submitting bids or proposals in his own name must agree to furnish in the performance of the contract end items manufactured or produced in the United States, its territories and possessions, Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia, by small business concerns. Provided, that this additional requirement does not apply in connection with construction or service contracts.

## 22. NAICS CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications (See Section K of this RFP), specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION, FAR Clause 52.219-1.

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
- (2) The small business size standard is 500 employees.

## 23. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that ONE AWARD will be made from this solicitation and that the award will be made on/about September 1, 2003.

It is anticipated that the one award from this solicitation will be a multiple-year COST REIMBURSEMENT type LEVEL OF EFFORT contract with a PERIOD OF PERFORMANCE OF FIVE YEARS each and that incremental funding will be used [see Section L.2.c. Business Proposal Instructions].

## 24. PERSONNEL REQUIREMENTS AND LEVEL OF EFFORT - Base Contract

- a. The Government's requirement for the work set forth in the Statement of Work of this solicitation is 3,424 direct labor hours per year for the base contract. It is estimated that the labor hours per contract are constituted as specified below and will be expended approximately as follows:

Labor Category	Base Contract	Labor Hours			
	Year 1	Year 2	Year 3	Year 4	Year 5
Professional (PhD Level)	741	741	741	741	741
Professional (MD Level					
Professional (MA Level or below)					
Administrative Support	460	460	460	460	460
Technical Support	<u>2223</u>	<u>2223</u>	<u>2223</u>	<u>2223</u>	<u>2223</u>
Total	3424	3424	3424	3424	3424

- b. The Contractor shall have satisfied the requirement herein if not less than \_\_\_\_% nor more than \_\_\_\_ % of the total direct labor hours (MONTHS, YEARS) specified herein are furnished.
- c. In the event fewer hours (MONTHS, YEARS) than the minimum specified number of direct labor hours (MONTHS, YEARS) in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under the clause TERMINATION (Cost-Reimbursement) Federal Acquisition Regulation 52.249-6 incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of hours (MONTHS, YEARS) by which the number of direct labor hours (MONTHS, YEARS) furnished is less than the number of direct labor hours (MONTHS, YEARS) specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

Key Personnel - the Principal Investigator shall be considered essential, and documentation shall be provided which shows that the requirements listed above are met.

Critical Staff - the Co-Principal Investigator is considered to be "critical staff" and documentation shall be provided which shows that the requirements are met.

The contractor shall provide a list of the names and experience records of key personnel proposed for assignment of the project. The resumes shall clearly show education, experience, appropriate major publications, duties and responsibilities by year. Experience specifically related to elements of the project shall be clearly identified.

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

**(1) PERSONNEL REQUIREMENTS AND LEVEL OF EFFORT - Options for Years 1 through 5**

- a. The Government's requirement for the work set forth in the Statement of Work for this Option is 768 direct labor hours per year for each yearly option if exercised. It is estimated that the labor hours per option are constituted as specified below and will be expended approximately as follows:

Labor Category	Labor Hours				
	Year 1	Year 2	Year 3	Year 4	Year 5
Professional (PhD Level)	192	192	192	192	192
Professional (MD Level					
Professional (MA Level or below)					
Administrative Support					
Technical Support	<u>576</u>	<u>576</u>	<u>576</u>	<u>576</u>	<u>576</u>
Total	768	768	768	768	768

- b. The Contractor shall have satisfied the requirement herein if not less than \_\_\_\_% nor more than \_\_\_\_ % of the total direct labor hours (MONTHS, YEARS) specified herein are furnished.
- c. In the event fewer hours (MONTHS, YEARS) than the minimum specified number of direct labor hours (MONTHS, YEARS) in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under the clause TERMINATION (Cost-Reimbursement) Federal Acquisition Regulation 52.249-6 incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of hours (MONTHS, YEARS) by which the number of direct labor hours (MONTHS, YEARS) furnished is less than the number of direct labor hours (MONTHS, YEARS) specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

Key Personnel - the Principal Investigator shall be considered essential, and documentation shall be provided which shows that the requirements listed above are met.

Critical Staff - the Co-Principal Investigator is considered to be "critical staff" and documentation shall be provided which shows that the requirements are met.

The contractor shall provide a list of the names and experience records of key personnel proposed for assignment of the project. The resumes shall clearly show education, experience, appropriate major publications, duties and responsibilities by year. Experience specifically related to elements of the project shall be clearly identified.

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

The contractor is responsible for estimating the personnel requirements of the project basing the estimates on a capability of providing the services required in the statement of work. All personnel are key personnel.

(2) **COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

(3) **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

(4) **RELEASE OF INFORMATION**

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

(5) **COMPARATIVE IMPORTANCE OF PROPOSALS**

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The relative importance of the evaluation factors is specified in SECTION M of this solicitation. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

(6) **PREPARATION COSTS**

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

(7) **SERVICE OF PROTEST (AUGUST 1996) - FAR 52.233-2**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be

served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
Research Contracts Branch, DERT  
National Institute of Environmental Health Sciences  
P.O. Box 12874  
79 T.W. Alexander Dr.  
Bldg. 4401 Research Commons, Suite 100  
Research Triangle Park, NC 27709

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(8) **LATE PROPOSALS AND REVISIONS, HHSAR 352.215-70**

Notwithstanding the procedures contained in FAR 52.215-1(c)(3) of the provision of this solicitation entitled Instructions to Offerors-Competitive Acquisition, a proposal received after the date specified for receipt may be considered if it offers significant cost or technical advantages to the Government; and it was received before proposals were distributed for evaluation, or within five calendar days after the exact time specified for receipt, whichever is earlier.

**2. INSTRUCTIONS TO OFFERORS**

**a. GENERAL INSTRUCTIONS**

**INTRODUCTION**

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions.

**(1) Contract Type and General Clauses**

It is contemplated that a cost-reimbursement, level of effort type contract will be awarded. (See General Information) Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

**(2) Authorized Official and Submission of Proposal**

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the addressees, and marked as indicated in the Attachment entitled, PACKAGING AND DELIVERY OF PROPOSAL, Part III, Section J hereof. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

**I. COVER PAGE**

Include RFP title, number, name of organization, identification of the proposal part, and indicate whether the proposal is an original or a copy.

**II. TECHNICAL PROPOSAL**

It is recommended that the technical proposal consist of a cover page, a table of contents, and the information requested in the Technical Proposal Instructions and as specified in SECTION J, List of Attachments.

### III. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions and as specified in SECTION J, List of Attachments.

#### (3) **Proposal Summary and Data Record (NIH-2043)**

The Offeror must complete the Form NIH-2043, attached, with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations. (See Section J, Attachment entitled, PROPOSAL SUMMARY AND DATA RECORD).

#### (4) **Separation of Technical and Business Proposals**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct cost and resources information, such as labor-hours and categories and applicable rates, materials, subcontracts, travel, etc., and associated costs so that the offeror's understanding of the project may be evaluated (See Attachment entitled, TECHNICAL PROPOSAL COST INFORMATION/SUMMARY OF LABOR AND DIRECT COSTS.) However, the technical proposal should **not** include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

#### (5) **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

#### (6) **Evaluation of Proposals**

The Government will evaluate technical proposals in accordance with the criteria set forth in PART IV, SECTION M of this RFP.

#### (7) **Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

#### (8) **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:



**Hard Metric** - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

**Soft Metric** - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

**Dual Systems** - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

(9) **Privacy Act**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

-to the cognizant audit agency and the General Accounting Office for auditing.

-to the Department of Justice as required for litigation.

-to respond to congressional inquiries.

-to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

(10) **Selection of Offerors**

- a) The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.

- b) The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c) If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d) If the Government intends to conduct discussions prior to awarding a contract-
  - (1) Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the competitive range. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the competitive range is uncertain.  
  
Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.
  - (2) The Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. The competitive range will be comprised of all of the most highly rated proposals. Oral or written discussions will be conducted with all offerors in the competitive range.  
  
While it is NIEHS's policy to conduct discussions with all offerors in the competitive range, NIEHS reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct finalization of details with the selected source in accordance with HHSAR 315.370.
- e) The process described in FAR 15.101-1 will be employed, which permits the Government to make tradeoffs among cost or price and non-cost factors and to consider award to other than the lowest price offeror or other than the highest technically rated offeror. This process will take into consideration the results of the technical evaluation, the past performance evaluation (if applicable) and the cost analysis.
- f) The NIEHS reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet NIEHS requirements. Synopses of awards exceeding \$25,000 will be published in the Commerce Business Daily.

**(11) Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)**

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the

constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding for independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project, including applicable indirect costs, will be claimed under any contract resulting from this solicitation.

**(12) Salary Rate Limitation in Fiscal Year 2003\***

Offerors are advised that pursuant to P.L. \*, no NIH Fiscal Year 2003 (October 1, 2002 - September 30, 2003) funds may be used to pay the direct annual salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of the Executive Schedule, Level I\* (direct salary is exclusive of Overhead, Fringe Benefits and General and Administrative expenses, also referred to as "indirect cost" or "facilities and administrative (F&A) costs"). Direct salary has the same meaning as the term "institutional base salary." An individual's direct salary (or institutional base salary) is the annual compensation that the contractor pays for an individual's appointment whether that individual's time is spent on research, teaching, patent care or other activities. Direct salary (or institutional base salary) excludes any income that an individual may be permitted to earn outside of duties to the contractor.

This does not preclude the offeror from absorbing that portion of an employee's annual salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds a rate of the Executive Schedule, Level I\*. The salary rate limitation set by P.L. 107-116 applies only to Fiscal Year 2002 funds, however, salary rate ceilings for subsequent years may be included in future DHHS appropriation acts. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's annual salary exceeds any salary rate ceiling established in future appropriations acts. The Executive Schedule, Level I\* annual salary rate limit also applies to individuals proposed under subcontracts, however it does not apply to consultants. P.L. \* states in pertinent part:

"None of the funds appropriated in this Act for the National Institutes of Health and the Substance Abuse, and Mental Health Services Administration shall be used to pay the salary of an individual through a grant or extramural mechanism at a rate in excess of Executive Level I."

**\*Pending Passage of Legislation**

**LINK TO EXECUTIVE SCHEDULE SALARIES:**

**<http://www.opm.gov/oca/PAYRATES/index.htm>**

**(13) Institutional Responsibility Regarding Conflicting Interests of Investigators**

**EACH INSTITUTION MUST:**

- (a) Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those

investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.

- (b) Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- (c) Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.
- (d) Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.
- (e) Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for: (1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and (2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.
- (f) Establish adequate enforcement mechanisms and provide for sanctions where appropriate.
- (g) Certify, in each application/proposal for funding to which the regulations applies, that:
  - 1) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;
  - 2) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;
  - 3) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and
  - 4) the Institution will otherwise comply with the regulations.

#### **Institutional Management of Conflicting Interests**

- (a) The designated official(s) must: (1) review all financial disclosures; and (2) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. **A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial**

**Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.**

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- (i) public disclosure of significant financial interests;
- (ii) monitoring of research by independent reviewers;
- (iii) modification of the research plan;
- (iv) disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
- (v) divestiture of significant financial interests; or
- (vi) severance of relationships that create actual or potential conflicts of interests.

- (b) An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

**(14) ROTC Access and Federal Military Recruiting on Campus**

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented ) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (1) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (2) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

**(15) Past Performance Information**

- a) Offerors shall submit the following information as part of their BUSINESS proposal.

A list of the last FIVE contracts completed during the past THREE years and ALL CONTRACTS currently in process that are similar in nature to the solicitation workscope. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel.

Include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. Standard Industrial Code

The offeror shall submit comparable information on all subcontractors that the offeror proposes to perform a major subcontract under this effort. For the purpose of this solicitation, a "major subcontract" is defined as \_one that exceeds \$500,000.

The offeror may provide information on problems encountered on the identified contracts and the offeror's corrective actions.

- b) Each offeror will be evaluated on its performance under existing and prior contracts for similar products or services. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's past performance.

**(16) Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)**

This Solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a. Facilities Capital Cost of Money, FAR Clause 52.215-16, (October 1997).
- b. Order of Precedence-Uniform Contract Format, FAR Clause 52.215-8, (October 1997).
- c. Preaward On-Site Equal Opportunity Compliance Evaluation, (Over \$10,000,000), FAR Clause 52.222-24, (February 1999).

**b. TECHNICAL PROPOSAL INSTRUCTIONS**

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical approach should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate your understanding and management of important events or tasks.

Each offeror will complete NIH Form 1688-1 (Attachment 19) and place it behind the title page of each copy of the technical proposal. The information regarding the department name and major subdivisions (or major component code, if known) is required only from institutions or higher education; however, the summary of project objectives is required from all R&D and R&D support contractors.

**(1) Technical Discussions**

The technical discussion included in the technical proposal should respond to the items set forth below:

**a) Statement of Work**

**(1) Objectives**

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress

elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the statement of work. Performance or delivery schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for proposal indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

b) **Personnel**

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

**OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.**

(1) Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible.

(2) Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

(3) Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

-The specific items or expertise they will provide.

-Their availability to the project and the amount of time anticipated.

-Willingness to act as a consultant.

-How rights to publications and patents will be handled.

(4) Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications.

(2) **Technical Evaluation**

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as described in the Technical Evaluation Criteria (Section M.3. hereof).

(3) **Additional Technical Proposal Information**

- a) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b) The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon the information contained in the offeror's proposal only.

(4) **Other Considerations**

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- a) Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.



- b) Unique arrangements, equipment, etc., which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- c) Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- d) Other factors you feel are important and support your proposed research.
- e) Recommendations for changing reporting requirements if such changes would be more compatible with the offeror's proposed schedules.

**c. BUSINESS PROPOSAL INSTRUCTIONS**

**(1) Basic Cost/Price Information**

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

**(2) Cost and Pricing Data**

**1. General Instructions**

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (9) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
- (10) Date of submission; and

(11) Name, title and signature of authorized representative.

- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.
- C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--
  - (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
  - (2) The nature and amount of any contingencies included in the proposed price.
- D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

## 2. **Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph 2.A(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

- (1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
  - (2) *All Other.* Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.
- B. **Direct Labor.** Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.
- C. **Indirect Costs.** Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. **Other Costs.** List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.
- E. **Royalties.** If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.

- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. **Facilities Capital Cost of Money.** When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

### 3. **Formats for Submission of Line Item Summaries**

The detailed breakdown shall be in the format as shown on the form **Breakdown of Proposed Estimated Cost (plus fee) and Labor Hours** (Section J, List of Attachments). For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

- 4. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.
- 5. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

### (3) **Requirements for Cost or Pricing Data or Information Other than Cost and Pricing Data** [FAR Clause 52.215-20 (October 1997)]

#### (a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
  - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions

of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

- (b)(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

The format specified in paragraph L.2.c.(4) Cost and Pricing Data, subparagraph 3. Formats for Submission of Line Item Summaries shall be used for the submission cost information. Submission of all other cost or pricing data shall be in accordance with Table 15-2 in FAR 15.408.

- (4) **Total Compensation Plan - Instructions**

- a) Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering of compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees, as defined in 29 CFR Part 541, be properly compensated in these contracts. All offerors INCLUDED IN THE COMPETITIVE RANGE WILL BE REQUIRED TO SUBMIT/AS A PART OF THEIR BUSINESS PROPOSAL WILL SUBMIT a "Total Compensation Plan" (salaries and fringe benefits) for these professional employees for evaluation purposes.
- b) The Government will evaluate the Total Compensation Plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).
- c) Evaluation for award, therefore, will include an assessment of the Total Compensation Plan submitted by each offeror.

(5) **Total Compensation Plan - Evaluation**

a) **Total Compensation Plan (Professional Employees)**

In establishing compensation levels for professional employees, the total compensation (both salaries and fringe benefits) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel to meet mission objectives. The salary rates or ranges must recognize the distinct differences in professional skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor Contractor for the same work will be evaluated, in addition to the above, on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent professional employees. Offerors are cautioned that instances of lowered compensation for essentially the same professional work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the requirement.

b) **Cost (Professional Compensation)**

Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

c) **Other (Labor Relations)**

An assessment of the potential for adverse effect upon performance and maintenance of the required number of professional employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

d) **Federal Acquisition Regulation Clauses incorporated by Reference**

(6) **Qualifications of the Offeror**

- a) You are requested to submit a summary of your "General Experience, Organizational Experience Related to this RFP, Performance History and Pertinent Contracts."

(1) **General Experience**

**General experience** is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities which can be devoted to the project may be appropriate.

(2) **Organizational Experience Related to the RFP**

**Organizational experience** is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, **but not** the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP.

(3) **Performance History**

**Performance history** is defined as meeting contract objectives within **delivery** and **cost schedules** on efforts, either past or on-going, which is comparable or related to the effort required by this RFP.

(4) **Pertinent Contracts**

**Pertinent contracts** is defined as a listing of each related contract completed within the last three years or currently in process. The listing should include: 1) the contract number; 2) contracting agency; 3) contract dollar value; 4) dates contract began and ended (or ends); 5) description of contract work; 6) explanation of relevance of work to this RFP; 7) actual delivery and cost performance versus delivery and cost agreed to in the contract(s). For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received. The same type of organizational experience and past performance data should be submitted.

(5) **Pertinent Grants**

List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names of the grant specialist and the Science Administrator, identification of the work, and when performed.

You are cautioned that omission or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are factors which are relevant to the ability of the offerors to perform and are considered in the source selection process.

(7) **Other Administrative Data**

- a) **Property**

- (1) It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes:
  - (a) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
  - (b) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.
- (2) The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.
- (3) The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractors Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

c) **Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

d) **Financial Capacity**

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

e) **Incremental Funding**



An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provision is applicable:

**HHSAR 352.232-75, Incremental Funding (January 2001)**

- (a) It is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled Limitation of Funds. Under the clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover the first year of performance. Additional funds are intended to be allotted to the contract by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.
- (b) The Limitation of Funds clause to be included in the resultant contract shall supersede the Limitation of Cost clause found in the General Provisions.

(End of provision)

f) **Facilities Capital Cost of Money, FAR 52.215-16, (October 1997)**

(This is applicable if you are a commercial organization.)

- (a) Facilities capital cost of money [(see FAR 15.408(h)] will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of Provision)

If the offeror elects to claim this cost, the offeror shall specifically identify or propose it in the cost proposal for the contract by checking the appropriate box below.

- ☐ The prospective Contractor has specifically identified or proposed facilities capital cost of money in its cost proposal and elects to claim this cost as an allowable cost under the contract. Submit Form CASB-CMF (see FAR 31.205-10).
- ☐ The prospective Contractor has not specifically identified or proposed facilities capital cost of money in its proposal and elects not to claim it as an allowable cost under the contract.

(8) **Subcontractors**

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a) Willingness to perform as a subcontractor for specific duties (list duties).
- b) What priority the work will be given and how it will relate to other work.
- c) The amount of time and facilities available to this project.
- d) Information on their cognizant field audit offices.
- e) How rights to publications and patents are to be handled.
- f) A complete cost proposal in the same format as the offeror's cost proposal.

Note: Organizations that plan to enter into a subcontract with an educational concern under a contract awarded under this RFP should refer to the following Web Site for a listing of clauses that are required to be incorporated in Research & Development (R&D) subcontracts with educational institutions:

<http://ocm.od.nih.gov/contracts/rfps/FDP/FDPclausecover.htm>

**(9) Proposer's Annual Financial Report**

A copy of the organization's most recent annual report must be submitted as part of the business proposal.

**(10) Representations and Certifications**

One copy of the Representations and Certifications attached as Section K shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor.

**(11) Travel Costs/Travel Policy**

**a) Travel Costs - Commercial**

Costs for lodging, meals, and incidental expenses incurred by Contractor personnel shall be considered to be reasonable and allowable to the extent they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulations, General Services Administration (GSA). Therefore, if travel costs are applicable and proposed by offerors, please be advised that they shall be calculated using the per diem rate schedule as established by GSA. Reimbursement of travel costs under any contract awarded from this RFP shall be in accordance with FAR 31.205-46.

**b) Travel Policy**

One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

## SECTION M - EVALUATION FACTORS FOR AWARD

### 1. GENERAL

Selection of an offeror for contract award will be based on an evaluation of proposals against three factors. The factors in order of importance are: technical, cost and past performance. Although technical factors are of paramount consideration in the award of the contract, past performance and cost/price are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make an award(s) to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the prospective Contractors in relation to the needs of the project as set forth in the RFP. The merits of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below.

### 2. MANDATORY QUALIFICATION CRITERIA

The nature of this work requires that the Contractor make frequent trips to NIEHS to assist investigators in viewing, manipulating, and interpreting acquired images. In addition, Contractor facilities must be in close proximity to NIEHS to permit transfer of experimental animals within 45 minute traveling time to be consistent with animal welfare concerns and to allow practical participation of NIEHS investigators in animal manipulation prior to and during image acquisition.

### 3. EVALUATION OF OPTIONS

It is anticipated that any contract(s) awarded from this solicitation will contain option provision(s) and period(s).

In accordance with FAR Clause 52.217-5, Evaluation of Options, (July 1990), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement, except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests. Evaluation of options will not obligate the Government to exercise the option(s).

### 4. TECHNICAL EVALUATION CRITERIA

The evaluation criteria are used by the technical evaluation committee when reviewing the technical proposals. The criteria below are listed in the order of relative importance with weights assigned for evaluation purposes.

Proposals shall be evaluated in accordance with the following factors in order of their relative importance with a maximum score of 100 points.

#### Experience and Technical Capability

**Weight 40**

##### Principal Investigator

The principal investigator should have a doctorate degree in a field (e.g., physics, radiology, computer science & programming, veterinary medicine, toxicology, physiology, etc.) relevant to the proposed contract and at least 5 years experience as a PI managing a contract/project of this magnitude.. Sufficient information should be provided to allow reviewers to assess level of understanding of the principles of multimodality imaging of rodents.

##### Other Scientists

Participating scientists should have doctorate or advanced degrees in relevant (e.g., physics, radiology, computer science & programming, veterinary medicine, toxicology, physiology, etc.) fields and have at least 5 years of direct experience in small animal imaging, with emphasis on magnetic resonance imaging. Sufficient clarity and amount of information should be provided to allow reviewers to assess capability of scientists in magnetic resonance microscopy, rodent

anatomy/physiology, morphologic phenotyping of genetically engineered mice, and expertise in rf coil design, image acquisition, image processing.

#### **Technical Support Staff**

Collectively, the participating technicians should have demonstrated academic training and/or experience in the following: animal handling, perfusion fixation, software creation, record keeping, operation of imaging equipment. Certification (e.g., histology technology, AALAS, etc.) and/or 3 years on-the-job experience shall be documented. Sufficient clarity and amount of information should be provided to allow reviewers to assess technical expertise in rf coil design, image acquisition, and image processing.

#### **Management/Scientific Approach/Fulfillment**

**Weight 30**

Offerors shall propose method of accomplishing the work required under this contract, including establishing milestones and meeting deadlines. Offerors should clearly demonstrate their experience and ability in technical aspects of study design as it relates to image acquisition and document the types of relevant projects in toxicology and toxicologic pathology they have performed, including the species and strains of animals used and the type of imaging performed. Evaluation will be based on the likely success of the management plan and approach in achieving the objectives of the contract goals. The offeror shall provide a clear and concise plan for providing useable images in a user friendly format and for training NIEHS investigators to facilitate maximum use of image data. Evaluation will also be based on sufficient documented experience (track record, peer reviewed publications) to allow assessment of bidder's capability in image interpretation. Evaluation will also be based on provided details for the logistics of animal handling, including a copy of an approved IACUC protocol, and details regarding methods of providing deliverables and plan for interacting with NIEHS investigators. In addition, offerors should provide an adequate health and safety plan for protection of employees.

#### **Facilities & Equipment**

**Weight 30**

The Offeror should describe in detail the facilities and equipment proposed for the work to be performed, including a description of the facility size and location, detailed floor plan, and details of animal holding areas, dose preparation area, necropsy area, etc. Imaging equipment should be listed with sufficient technical information for evaluation of its suitability for this contract.

### **5. PAST PERFORMANCE FACTOR**

An evaluation of offerors' past performance information will be conducted prior to any communications with offerors leading to establishment of the competitive range. However, this evaluation will not be conducted on any offeror whose proposal will not be admitted to the competitive range on the basis of the results of the evaluation of factors other than past performance.



